order on the receiver. *Held*, that he is entitled to the order. *In re Hecox*, 164 Fed. 823 (C. C. A., Eighth Circ.).

The amendment of 1903 to § 3 *a* of the Bankruptcy Act of 1898 declares it to be an act of bankruptcy that because of insolvency a receiver has been put in charge of property, under a state law. An adjudication of involuntary bankruptcy is conclusive of the commission of the acts of bankruptcy charged. *In re American Brewing Co.*, 112 Fed. 752. And there can be no collateral attack on the decision of the state court: it can only be reviewed in direct proceedings. *Edelstein* v. *United States*, 149 Fed. 636. As the Bankruptcy Act is a national law, passed pursuant to the power given to Congress by the Constitution, it suspends the operation of all conflicting state bankruptcy laws. *In re Gutwillig*, 90 Fed. 475. As is pointed out in the principal case, it is therefore a mere matter of judicial courtesy for the federal court to direct its trustee to petition the state court for an order. Indeed, if the state court should in any way try to retain such property in its possession the federal court could enforce its decree by means of physical force exercised through its official agents. See *Ex parte Siebold*, 100 U. S. 371, 395.

BILLS OF PEACE — BILL TO AVOID NUMEROUS ACTIONS OF TRESPASS AT LAW. — The plaintiff brought a bill to enjoin the defendant from continually trespassing on his land. The defendant did not deny the plaintiff's title, but demurred on the ground that the plaintiff had an adequate remedy at law. *Held*, that the demurrer be overruled. *Cragg* v. *Levinson*, 37 Nat. Corp. Rep. 614 (Ill., Sup. Ct., Dec. 15, 1908). See NOTES, p. 371.

CONFLICT OF LAWS — EFFECT AND PERFORMANCE OF CONTRACTS — NOTE MADE IN ONE STATE AND PAYABLE IN ANOTHER. — A promissory note was made in Kansas and payable in Missouri. *Held*, that its negotiability is governed by the law of Missouri. *Sykes* v. *Citizens' Nat. Bank*, 98 Pac. 206 (Kan.).

The negotiability of a note is generally governed by the law of the place where it is made. *Corbin* v. *Planters Nat. Bank*, 87 Va. 661. But there seems to be considerable conflict as to what law governs when the note is made in one place and payable in another. It has even been said, on the erroneous assumption that negotiability relates to the form of the remedy instead of to the nature of the contract, that the *lex fori* governs. See *Roads* v. *Webb*, 91 Me. 406. And it has been held that the parties may elect to be governed by the law of either jurisdiction. *Arnold* v. *Potter*, 22 Ia. 194. And that the naming of a place for payment shows *prima facie* intent to be governed by that law. *Shoe and Leather Nat. Bank* v. *Wood*, 142 Mass. 563. The weight of authority is with the main case that the law of the place of payment governs in the absence of express stipulation to the contrary. *Brown* v. *Gates*, 120 Wis. 349. The correct view, it seems, is that the law of the place where the note is made should govern. *Ory* v. *Winter*, 4 Mart. (N. S.) (La.) 277; 2 Beale, Cas. Confl., 511 and note.

CONFLICT OF LAWS — LEGITIMACY AND ADOPTION — EXTRA-TERRITORIAL EFFECT OF ADOPTION. — A of Georgia adopted B of Georgia, and died leaving land in Alabama. B claimed that he was entitled to succeed to this land. By a statute in Georgia an adopted child gained the right of inheritance. By a statute in Alabama adoption gave the person adopted the right to inherit, but the adoption was required to be by acknowledgment and registration in the probate court. *Held*, that B is not entitled to the land. *Brown* v. *Finley*, 47 So. 577 (Ala.). See NOTES, p. 372.

CONSTITUTIONAL LAW — TRIAL BY JURY — COMPULSORY REFERENCE OF ACCOUNTS IN CIVIL CASE. — An action in which a counterclaim involved a long examination of accounts was referred over the plaintiff's objection. *Held*, that this compulsory reference is unconstitutional because it denies the plaintiff

the right of trial by jury guaranteed by the state constitution. *Snell* v. *Niagara Paper Mills*, 86 N. E. 460 (N. Y.).

The amendment to the Constitution of the United States, concerning the right of trial by jury, does not apply to civil actions in state courts. *Walker* v. *Sauvinet*, 92 U. S. 90. This ancient right is protected in the state constitutions by a declaration that the right shall remain inviolate, or by an equivalent provision. See SEDGWICK, STAT. AND CONST. LAW, 2 ed., 482. Therefore it is necessary to determine whether a jury trial was a matter of right prior to the adoption of the state constitution. Some colonial courts, because of the difficulty in giving such a question to a jury, sent to a referee any action in law involving a long account. So, although a compulsory reference defeats a jury trial, it is not unconstitutional in the states that had formerly allowed this practice. *Creve Cœur Lake Ice Co.* v. *Tam*, 138 Mo. 385; *Monitor Iron Works* v. *Ketchum*, 47 Wis. 177. But it was never allowed in some states. *Francis* v. *Baker*, 11 R. I. 103. And a compulsory reference is unconstitutional in the federal courts. *United States* v. *Rathbone*, 2 Paine (U. S.) 578. A long account is ordinarily referable in New York, but when it appears in a counterclaim, a compulsory reference is held unconstitutional, because early practice would not have allowed such a reference. *Steck* v. *Colorado F. & I. Co.*, 142 N. Y. 236. This is properly followed in the main case. But see *Monitor Iron Works* v. *Ketchum*, *supra*.

CONTEMPT — POWER TO PUNISH FOR CONTEMPT — WHEN SWORN DENIAL BY DEFENDANT IS CONCLUSIVE. — In a proceeding for contempt, under a charge of attempting to influence talesmen summoned on the jury, the defendant in a sworn statement denied some of the acts charged and denied any intention to influence the talesmen by the admitted acts. The court admitted further evidence to refute this statement, and the defendant was convicted. *Held*, that it is not error to admit this evidence. *Coleman* v. *State*, 113 S. W. 1045 (Tenn.).

In an action for contempt the old common law rule was that the defendant might purge the contempt by a sworn statement of denial. *Underwood's Case*, 2 Humph. 46. In some states statutes have reversed the common law rule. *Drady* v. *District Court*, 126 Ia. 345. And it seems never to have been adopted in equity. *United States* v. *Debs*, 64 Fed. 724. When the contempt charged consists of certain unambiguous facts, the common law rule is not generally accepted and evidence may be admitted contradicting the defendant's denial. *United States* v. *Shipp*, 203 U. S. 563. Thus the defendant's denial is not conclusive when the act of contempt has been the publication of matter libellous *per se*. *In re Chadwick*, 109 Mich. 588. *Contra*, *In re Robinson*, 117 N. C. 533. But when the matter published is of an ambiguous nature and clearly open to explanation, the defendant's denial of intent to act in contempt will be conclusive. *Fishback* v. *State*, 131 Ind. 304. Since, however, the acts charged in the principal case were unambiguously in contempt, the defendant's denial should not bar the admission of further evidence in rebuttal.

CORPORATIONS — CORPORATE POWERS AND THEIR EXERCISE — EXTERIOR ADVERTISING ON PUBLIC OMNIBUS. — The plaintiff corporation maintained large, highly colored advertising signs upon the outside of its omnibuses. When threatened with interference by the city, the plaintiff sought to enjoin municipal action. *Held*, that an injunction will not be granted, as the plaintiff in engaging in exterior advertising is acting *ultra vires*. *The Fifth Avenue Coach Co.* v. *City of New York*, 40 N. Y. L. J. 1587 (N. Y., Ct. App., Jan. 5, 1909).

This decision affirms the decision of the lower court, commented upon in 21 HARV. L. REV. 445.

CORPORATIONS — CORPORATIONS DE FACTO — RECEIVER FOR DE FACTO CORPORATION. — A receiver was appointed for an insolvent railroad corporation, and he sold some of its property. There was a defect in the incorporation of the railroad on account of a failure to file an affidavit required by the statute.